



**EMPLOYEES' STATE INSURANCE CORPORATION
SUPER SPECIALITY HOSPITAL
SANATHNAGAR, HYDERABAD-500038**

RE e-TENDER FORM

For Empanelment of Local Chemist(s)

Not Transferable

Tender Sl.No. _____

Receipt No. _____

Date: _____



**EMPLOYEES' STATE INSURANCE CORPORATION
SUPER SPECIALITY HOSPITAL
SANATHNAGAR, HYDERABAD-500038.**

Tele-Fax: 040-23811244

RE e-Tender Notice For Empanelment of Local Chemist

TENDER No: 523-U/16/Tender/Local Chemist/2018-2019

DATED:4/4/2018

E- Tenders in two bid system through E- procurement solution are invited by the Dean, ESIC Super Specialty Hospital Sanathnagar, Hyderabad from the registered, reputed and licensed **Local Chemists**, who are having permanent place of business in twin cities (Hyderabad/Secunderabad) for the local purchase of Drugs and Dressings by the Hospital for the patients.

Detailed Tender Documents are available online from the date of tender publication (<https://esictenders.eproc.in>). The interested bidders are advised to register themselves with e-procurement Portal at - <https://esictenders.eproc.in> as described in Annexure to participate in the e-Tender. The bidders should upload duly signed tender form and their bids along with scanned copies of all the relevant certificates, documents etc. in support of their technical & price bids on the <https://esictenders.eproc.in>, latest by **30/4/2018 upto 1:00 P.M.** In addition, duly signed relevant documents like signed and sealed tender, technical and price bids etc. along with Earnest Money Deposit (as details given below) in favour of ESI Saving Fund A/c. No. 01 shall be submitted in sealed cover and dropped in the Tender Box kept at Administration Branch, 2nd Floor, ESIC Super Speciality Hospital, Sanathnagar, Hyderabad– 38 by **30/4/2018 Upto 1. 00 PM** .

The technical bids will be opened online on **30/4/2018** at 2:30 PM. The tenderer / his authorized representative can be present on the same date and time at the opening of tenders if they wish so. For all practical purposes, the e-tender shall be considered for evaluation, however in case of any dispute, the physical documents would be scrutinized.

<u>1</u>	Period of availability of e-Tender Enquiry document on ESIC website www.esic.nic.in , CPP Portal www.eprocuregov.in and ESIC e-Procurement portal https://esictenders.eproc.in	9/4/2018 from 11.00 am onwards
<u>2</u>	Pre bid meeting	16/4/2018 at 11.00 am
<u>2</u>	Last date of Online & Manual Bid submission and EMD submission	30/4/2018 upto 1.00 pm
<u>3</u>	Opening of online technical	30/4/2018 at 2.30 pm

	(Manual Prequalification bid Cover will be opened if required)	
4	Opening of Online Price Bid cover "P". (Manual Price Bid Cover will be opened if required)	Will be intimated in later date
5	Earnest money deposit	Rs. 60,000
6	APPROXIMATE VALUE OF TENDER	Rs.30,00,000 to 40,00,000 approx

DEAN

IMPORTANT INSTRUCTIONS FOR BIDDERS

All bidders/contractors are required to procure Class-IIIB Digital Signature Certificate (DSC) with Both DSC Components i.e. Signing & Encryption to participate in the ETenders.

Bidders should get Registered at <https://esictenders.eproc.in>.

Bidders should add the below mentioned sites under Internet Explorer ⇒ □tools ⇒ Internet Options⇒Security⇒Trusted Sites ⇒ sites of Internet Explorer :

<https://esictenders.eproc.in>
<https://www.tpsl-india.in>
<https://www4.ipg-online.com>

Also, Bidders need to select "Use TLS 1.1 and Use TLS 1.2" under Internet Explorer ⇒ Tools ⇒ internet Options ⇒ Advanced Tab ⇒ security.

Bidder needs to submit Bid Processing Fee charges of Rs. 2495/- (non-refundable) in favour of M/s. C1 India Pvt. Ltd., payable at New Delhi via Online Payment Modes such as Debit Card, Credit Card or NetBanking for participating in the Tender.

Bidders can contact our Helpdesk at <https://esictenders.eproc.in/html/Support.asp>

Schedule-I**A. INSTRUCTIONS TO THE BIDDERS:**

1. Tenderers are requested that, before quoting their rates or sending tender, the tender form may please be read out thoroughly (line by line), otherwise purchaser will not be held responsible for any error / oversight of his own.
2. The Tender form should be returned in original along with application and all enclosures after numbering all pages and signing in full, on each page, failing which the bid is liable to be rejected. In the event of the space on the schedule form being insufficient for the required purpose, additional pages may be added. Each such additional page must be numbered consecutively, bear the Tender Number and be fully signed by you. In such cases, reference to the additional pages must be made in the Tender Form.
3. The tender form is to be filled as separate two bid system i.e. technical bid for determining the eligibility of the tenderer and price bid for financial assessment. **The technical bid should contain EMD draft, duly completed tender form, tender application and all enclosures and certificates** in support of the eligibility in one sealed cover with superscription **“Technical bid for Local chemist empanelment”**. The price bid should be kept in separate sealed envelope with superscription **“Price bid for Local chemist empanelment”** and both these envelopes should be again put in bigger envelope with superscription **“TENDER FOR EMPANELMENT OF LOCAL CHEMIST and** addressed to the **Dean, ESIC Super specialty Hospital, Sanathnagar,Hyderabad-500038..**

The tender must be put inside the Tender Box kept in the room of Director (finance) **before 30/4/2018** (up to 1 pm) on any working day during office hours. The tender shall be opened on 30/4/2018 **at 2:30 PM**. In case this date is declared a holiday then tender opening shall take place in the next working day at above time. The tenderers / their representatives, if so desire, can be present at the time of opening of the tender. **Dean reserves the right to accept or reject any or all tenders at any time without assigning any reason thereof what so ever and his decision shall be final on this account.**

B. GENERAL TERMS AND CONDITIONS:

The **ESIC Super specialty Hospital, Sanathnagar, Hyderabad-500038** is a 100 bedded government hospital with 4 OTs and 3 ICU is a Super specialty Hospital with all facilities. The hospital has to daily purchase drugs, dressings and other consumables which are not available in the hospital and urgently required for the patients. The local chemist empanelment is done for the same urgent procurement. Following are the general terms and conditions for such empanelment.

1. EARNEST MONEY DEPOSIT (E.M.D.) :

The bidder shall furnish, as part of his bid an EMD of Rs.60,000/-(Rupees SIXTY thousand only) in the form of a crossed Bank Draft or Pay Order **drawn at SBI payable to ESI Saving Fund Account No.1, payable at Hyderabad**

- i) No interest shall be payable by the Purchaser on this amount.
- ii) **Unsuccessful bidder's EMD will be returned** as promptly as possible.
- iii) **The successful bidder's EMD will be discharged upon the bidder signing the contract** and furnishing the performance security.
- iv) The EMD shall be forfeited:
 - a) If the bidder withdraws his bid after tender opening time specified on the tender form. OR
 - b) In case of a successful bidder, if the bidder fails to sign the contract and/or to furnish performance security

2. PRICE BID:

The bidder shall indicate in the price schedule of the tender document:-

- i) Prices quoted by the bidder shall be unchangeable **during the bidder's** periodicity and performance of the contract and not subject to variation on any account except in cases of statutory payments of taxes. A bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.
- ii) All prices must be mentioned both in figures and words. The bidder must make sure that there is no discrepancy between the two. In case of any discrepancy between the two the interpretation of the Purchaser on this account shall be final and binding. If the bidder does **not accept the correction of errors as per purchaser's interpretation his bid will be rejected.**

3. PERIOD OF VALIDITY OF BIDS:

- i) Bids shall remain valid for acceptance for a period of one year from the date of opening of tender prescribed by the purchaser. Bid valid for a shorter period shall be rejected by the purchaser as non-responsive.

4. PURCHASER'S RIGHT TO ACCEPT OR REJECT ANY BID:

The Purchaser reserves the right to accept or reject any bid without assigning any reason at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligations to inform the affected bidder or bidders of the grounds for **purchaser's action**.

5. SIGNING OF CONTRACT:

- i) At the time as the Purchaser notifies the successful bidder that his bid has been accepted, the purchaser will send the bidder the contract form, draft of which is provided in the tender document incorporating all agreements between the parties.
- ii) Within 10 days (or within the period if and as extended by the purchaser) of receipt of the contract form, the successful bidder shall sign and date the contract on non-judicial stamp paper of requisite denomination and return it to the purchaser.

6. TERMINATION FOR CONVENIENCE:

The Purchaser, by written notice of 30 days (Thirty days) sent to the Supplier, may terminate the contract, in whole or in part at any time for his convenience. The notice of termination **shall specify that termination is for the Purchaser's convenience, the extent to which performance of the supplier under the contract is terminated and the date upon which such termination becomes effective.**

7. RESOLUTION OF DISPUTES:

In case of a dispute or difference between the Purchaser and the Supplier relating to any matter arising out of or connected with this agreement such dispute or difference shall be referred to an arbitrator to be nominated by the Dean. The award of the arbitrator shall be final and binding on the parties of this contract.

8. RIGHT TO MODIFY OR RELAX :

The Purchaser reserves the right to modify and /or relax any of the terms and conditions of the tender / contract.

C. SPECIAL TERMS AND CONDITIONS FOR THE TENDER**Term & Conditions and eligibility criteria:**

The following terms and conditions shall apply **For Empanelment Of Local Chemist** in **ESIC Super specialty Hospital, Sanathnagar, Hyderabad-500038.**

1. The Tenderer should have a **permanent place of business in Hyderabad/Secunderabad** and the complete Postal Address, Telephone/Mobile/Fax/E-mail address, etc. should be provided while submitting the completed Tender form and should be within 25 kms from the hospital .
2. The Bidder should have an **experience of not less than a total of three years** in the supply of drugs and dressings to the Govt./ Corporate hospitals of repute. The **annual turn over of the chemist's store should not be less than 50 Lakhs** per year for last three years.
3. The contractor must possess the requisite license of carrying out the business and shall be responsible for complying all laws pertaining to his services as well as those pertaining to employment of persons under him.
4. The agency would be required to submit the copies of valid License issued from the competent authority in connection with running his services.
5. No conviction should have been done by the State Drug Controller and no case should be pending under the drugs & cosmetics Act and Rules as well as under Drug Price Control Order against the firm. Under taking for the same should be submitted.

6. Performance security: The successful tenderer will be required to deposit security money (interest free) equivalent to Rs. 3,00,000/- (Rupees three Lakhs only) within such specified period as may be decided by the Hospital and on failure, the offer of contract shall be cancelled without further reference and Earnest Money may be forfeited.

The Security money so deposited by the successful bidder will be retained by the Hospital till completion of the contract and will be released there after (without interest) on claim, subject to adjustment of any claim of Hospital, arising out of terms & conditions pertaining to the tender.

7. The contract, if awarded, will be initially for one year from the date of award subject to continuous satisfactory performance and on failure on this aspect by the contractor, the hospital reserves the right to terminate the contract. This initial period of one year can be

extended for such further period at the discretion and satisfaction of the hospital authority on the same terms and conditions.

8. The successful agency shall have to enter into an agreement with the Hospital and the cost incurred in this connection will be borne by the contractor.

9 DELIVERY TERMS

The approved tenderer and/or the authorized representative(s) will visit the issue section and Medical Store section of this hospital daily on working days between 2.00 pm to 3.00 pm from Monday to Friday and between 11.00 am to 12.00 noon on Saturday to collect the order for the local purchase, daily. The participating tenderer must have a branch of his shop within 25 KM. of the hospital. On Sundays/ Holidays and beyond normal working hours, emergency orders may be placed by the Medical Officer on duty under his sign and seal. After obtaining the order as specified in clause above, the approved tenderer and/or their authorised representative(s) shall supply the material as per order to the Store Section (Medical) of this hospital by 1 .00 pm on next day from Monday to Friday and by 12.00 noon on Saturday. In case of order placed by the store on Saturday the supply shall be made on the next working day . For emergency orders, supply will be made to the respective wards as mentioned in the requisition (verbal/written). In emergency and exceptional situations drugs and dressings supplied in outside office hours will be received on the same day by the Medical Officer on emergency duty but the tenderer will ensure that the order, receipt/delivery challan and bills etc. are submitted and reverified in the medical store department on the immediate next working day.

10. INSPECTTON OF SUPPLIES:

Supplies shall be accepted subject to inspection by Dean, ESIC Hospital, or his assigned representative. Any defect found in the materials will render the supplies open to rejection and decision of the Dean shall be final and legally binding. The rejected store shall be returned to the suppliers at their risks and costs.

11. RISK PURCHASE: In case of failure to supply any or all items as per requisition / purchase order/specification / prescribed brand or failure to turn up to collect the orders from the hospital, it shall be treated as 'non-compliance' and 'breach of contract', and the order in part or full shall be arranged from alternative source(s) at the discretion of the hospital authority and **the difference in prices will be realized from the tenderer** with whom the contract is made by way of any of his subsequent/pending bills or security deposit .The tenderer or his representative should be available/approachable for 24 hours over phone for

supply of drugs and dressings. In case of any emergency requirement, if the order is placed for any item any time, the requisitioned item shall have to be supplied immediately. The contact telephone number and mobile number must be provided to the hospital authority for such purpose. During normal office hours, the Medical Store Section will receive the drugs, dressings, surgical items, etc. and will verify the 'maximum retail price' & other particulars and certify on the challans as well as bills. The medicines/drugs to be supplied should be of standard quality. In case it is found that any spurious drug is supplied the chemist is liable to be black-listed for a period of 5 years for future participation in any ESI Tender, besides any other legal actions as deemed fit will be taken. If for any unavoidable reason beyond your control, it is not possible for local chemist to immediately supply the medicines and the Hospital is compelled to procure the same from other local Chemist, extra expenditure on this account will be recovered from subsequent bill(s)/ security deposit. Against each item, the Maximum Retail Price (MRP), selling price, taxes claimed, etc., must be clearly mentioned along with the batch/ lot no, manufacturing date, expiry date, in the daily challans and the bills submitted fort nightly.

13. PRESENTATION OF BILL:

The contractor shall present the bill for each fortnights supply within five (5) days of closing of respective fortnight **(1 st -15 th by 20 th of that month)(16 th and 31 st by 5 th of next month)**. The Bill shall be in the printed and serially numbered invoices, credit bill with name and address of the chemist and sales tax registration number printed thereon .The bill shall show the summary of the total amount for each day for the net of amount claimed by a copy of the GRN cum delivery challan with all the column duly filled in .

The contractor shall present separate bill for each category and there should be only 1 bill for each purchase order. However according to terms and conditions of this tender , the discount in the bill is less than offered discount.It will be considered as breach of contract .

14. Evaluation of Tender is done on the basis of the following

All the tenderers who are qualified during technical evaluation will be considered for price bid or financial evaluation. The acceptance of the tender will normally be on the basis of

maximum discount offered on the MRP by the local chemist. The chemist will be paid on M.R.P . less discount (sales tax ,GST . or any other levy/tax also packing and delivery charges will be borne by the chemist). Tampering on the printed M.R.P . of the manufacturer by the local chemist by use of stickers or any other means will not be accepted single discount should be quoted for each category items . 0.4 weightage will be given to

the discount on branded items and 0.5 weightage will be given to discount on generic items for comparison during evaluation of financial bids .The item will not be considered branded if other companies are providing the same drug in generic form or cheaper rates.

14. ARBITRATION:

In case of any dispute (between the purchaser and the local chemist) arising under the contract or in regard to the interpretation of the terms and conditions of the contract, decision of the M.S or any other officer nominated by him to act as arbitrator in the dispute, shall be final and binding on both parties . In case of disputes all the legal matters will be settled under the jurisdiction of the Courts of Hyderabad,

15. DOCUMENTS:

The contractor (local Chemist) will submit the following documents along with the tender application:

- 1) Valid drug license for retail chemists as per Drugs & Cosmetics Act.
- 2) Valid narcotics licence
- 3) Under taking that no conviction has been done by the State Drug Controller and there is no case pending under the drugs & cosmetics Act and Rules as well as under Drug Price Control Order against the firm
- 4) Valid Trade License.
- 5) Latest Sales Tax/ GST registration certificate.
- 6) Names & Addresses of their Bankers for cheque/ECS purposes.
- 7) Audited Annual Turnover of Rs. 50 Lakhs or more, duly certified by Chartered Accountant along with profit & Loss account and income & expenditure statement for the last two years.
- 8) Each and every page of the tender form and submitted documents should be signed and stamped by the tenderer.
- 9) Photocopy of PAN CARD .
- 9)Experience of 3 years in supplying drugs to the govt/corporate hospitals of repute i.e experience certificate /purchase orders.i.e from JAN -2015**

16. ACCEPTANCE:

On finalization of the tender the successful tenderer (Local chemist) will be communicated by a letter of offer. In case Local Chemist is willing to accept the offer he may submit the letter of acceptance and enter into the agreement with ESIC as per terms and conditions of the contract.

TENDER APPLICATION FORM FOR EMPANELMENT OF LOCAL CHEMIST

1. Name of the firm :
2. Full Postal Address :

3. Cell Phone No. :
4. Telephone No. :
5. Fax No. :
6. PAN No. :
7. Sale tax Registration No. :
8. Name and Address of your Bankers
Account No, RTGS, NEFT Code etc.
for money transfer :
9. Are you in the list of approved
Contractors/Supplier of any other
organizations institutions,
if any give details:- :
10. Any other information which you
consider necessary to furnish :

Signature of the tenderer

With seal of office

UNDERTAKING:

I, the undersigned certify, that I have gone through the terms and conditions mentioned in the tender document and undertake to comply with them. The rates quoted by me are valid and binding upon me for the entire period of contract and it is certified that the rates quoted are the lowest quoted by me for any other institution/ hospital in India. The earnest money of Rs. to be deposited by me has been enclosed herewith vide

Demand Draft no.

Dt drawn on bank

Branch

I/ We give the rights to Dean to forfeit the Security money deposited by me/us if any delay occur on my/agent's part for failure to supply the drugs dressing etc. within the appointed time or the items of desired quality. There is no vigilance/ CBI case or court case pending against the firm. No conviction has been done by the State Drug Controller and there is no case pending under the drugs & cosmetics Act and Rules as well as under Drug Price Control Order against the firm .

I hereby undertake to supply the items as per directions given in the tender document / supply order within stipulated period.

SIGNATURE OF THE TENDERER

FULL NAME :

DATE:

DESIGNATION :

PLACE:

Annexure -III**PRICE BID FOR LOCAL PURCHASE OF DRUGS AND DRESSINGS**

The tenderer shall quote the percentage of maximum discount, which shall be on Maximum Retail Price printed on the packing/flaps/bottles (Refer Terms & conditions in Schedule II):

S.NO	ITEM	% DISCOUNT ON MRP IN FIGURES	% DISCOUNT ON MRP IN WORDS
1	STANDARD BRANDS OF DRUGS AND SURGICAL CONSUMABLES		
2	GENERIC DRUGS AND DRESSINGS		
		Price in figures	Price in words
3.	INJ. IMMUNOGLOBULINS 5 gms /100 ml		
4	INJ.ALBUMINS 20%/100 ml		

Items like Bandage, Gauge, Cotton and routine surgical consumables will be treated as generic.

Date.

Signature of the tenderer:

Full Name:

Designation:

(Office seal of the tenderer)

Annexure -IV**CHECK LIST OF DOCUMENTS TO BE SUBMITTED****FOR EMPANELMENT OF LOCAL CHEMIST(S)**

S.No.	Document	Yes/ No
1	Earnest Money deposited by Demand Draft only.	
2	Original Tender application with price bid, signed on all the pages.	
3	Valid drug license for retail chemists as per Drugs & Cosmetics act.	
4	Valid Narcotics licence	
5	No Conviction Certificate from State Drug Controller and also that there is no case pending against him./ Undertaking for the same .	
6	Latest Sales Tax/ GST registration certificate.	
7	Names & Addresses of their Bankers & Bank A/c no for cheque for ECS purpose.	
8	Audited Annual Turnover of Rs. 50 Lakhs or more, duly certified by C.A along with profit & loss account and income & expenditure statement of the firm for the last two years.	
9	Name, addresses, phone no., fax no. etc., of the shop near hospital	
10	PAN No.	
11	Experience certificate for three years to supply drugs to govt/corporate hospitals in the form of purchase orders /agreement copies from jan -2015	
12	VALID TRADE LICENCE	

SIGNATURE OF THE TENDERER WITH OFFICE SEAL

